

1 David N. Farren (007384)
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5 Attorneys for Defendant

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9 **UNITED STATES DISTRICT COURT**
10 **FOR THE DISTRICT OF ARIZONA**

11 Eastern Medicine Center, LLC, an
12 Arizona limited liability company,

Case No.

12 Plaintiff,

13 **NOTICE OF REMOVAL**

14 v.

15 PIHMA Health & Education Network,
16 LLC, an Arizona limited liability
company,

17 Defendant.

18 Defendant PIHMA Health & Education Network, LLC hereby gives notice that
19 this action is hereby removed from the Maricopa County Superior Court to the United
20 States District Court for the District of Arizona pursuant to 28 U.S.C. §§ 1338(a) and
21 1446. Removal of this action is proper on the following grounds:

22 **1. Removal Is Timely Pursuant to 28 U.S.C. § 1446(b)**

23 On February 19, 2013, the Defendant was personally served with the Summons
24 and Complaint, providing it notice that this action was commenced in the Maricopa
25 County Superior Court, Case No. CV2013-004531. Removal is therefore timely
26 pursuant to 28 U.S.C. § 1446(b).

27

28

Jaburg & Wilk, P.C.
3200 N. Central Avenue, 20th Floor
Phoenix, AZ 85012
602.248.1000

2. The District Court Possesses Original Jurisdiction

2 The District Court possesses original jurisdiction over this matter pursuant to 28
3 U.S.C. §1338(a). The Complaint alleges trademark infringement under the Lanham
4 Act, 15 U.S.C. §1125(a)(1), and a related state law claim of unfair competition. The
5 Court has original jurisdiction of the trademark infringement claim and pendent or
6 supplemental jurisdiction of the state law claim.

3. State Court Pleadings

Copies of all pleadings filed in the state court proceedings and received by
Defendant are attached hereto as Exhibit "A".

10 DATED this 11th day of March, 2013.

JABURG & WILK, P.C.

/s/ David N. Farren
David N. Farren
Maria Crimi Speth
Attorneys for Defendant

Certificate of Service

19 I hereby certify that on 11th day of March, 2013, I electronically transmitted the attached
20 document to the Clerk's Office using the CM/ECF System for filing, and for transmittal
of a Notice of Electronic Filing to the following CM/ECF registrants:

21 Joseph A. Schenk
Stephanie McCoy Loquvam
22 Aiken Schenk Hawkins & Ricciardi PC
23 2390 E. Camelback Road, Suite 400
Phoenix, Arizona 85016
24 jas@ashrlaw.com
sml@ashrlaw.com

26 || /s/ Cheryl Moore

Exhibit A

1 upon the Director. Service by registered or certified mail without the State of Arizona is
2 complete 30 days after the date of filing the receipt and affidavit of service with the Court.
3 Service by publication is complete 30 days after the date of first publication. Direct service
4 is complete when made. Service upon the Arizona Motor Vehicle Superintendent is
5 complete 30 days after filing the Affidavit of Compliance and return receipt or Officer's
6 Return. RCP 4; A.R.S. §§ 20-222, 28-502, 28-503.

7 **YOU ARE HEREBY NOTIFIED** that in case of your failure to appear and defend
8 within the time applicable, judgment by default may be rendered against you for the relief
9 demanded in the Complaint.

10 **YOU ARE CAUTIONED** that in order to appear and defend, you must file an
11 Answer or proper response in writing with the clerk of this Court, accompanied by the
12 necessary filing fee, within the time required, and you are required to serve a copy of any
13 Answer or response upon the Plaintiffs' attorney. RCP 10(d); A.R.S. § 12-311; RCP 5.

14 Requests for reasonable accommodation for persons with disabilities must be
15 made to the division assigned to the case by parties at least 3 judicial days in advance
16 of a scheduled court proceeding.

17 The name and address of plaintiff's attorney is:
18

19 Joseph A. Schenk
20 Stephanie McCoy Loquvam
21 AIKEN SCHENK HAWKINS & RICCIARDI, P.C.
22 2390 E. Camelback Road, Suite 400
23 Phoenix, Arizona 85016
24 Telephone: (602) 248-8203
25 Attorneys for Plaintiff

26 **SIGNED AND SEALED** this date:

27 **CLERK OF THE COURT**

28 **COPY**

29 By: _____ FEB 15 2013
30 Deputy Clerk



31 MICHAEL K. JEANES, CLERK
32 W. POWLEY
33 DEPUTY CLERK

COPY

1
2 AIKEN SCHENK HAWKINS & RICCIARDI P.C.
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FEB 15 2013

MICHAEL K. JEANES, CLERK
W. POWLEY
DEPUTY CLERK

7 Joseph A. Schenk - 009260
8 Stephanie McCoy Loquvam - 029045

9 Attorneys for Plaintiff

10 **SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **COUNTY OF MARICOPA**

12 EASTERN MEDICINE CENTER, LLC, an
Arizona limited liability company,

No. CV2013-004531

13 Plaintiff,
14 v.
15 PIHMA HEALTH & EDUCATION
16 NETWORK, LLC, an Arizona limited
liability company;

**CERTIFICATE OF COMPULSORY
ARBITRATION**

16 Defendant.

17 The undersigned certifies that the largest award sought by the Plaintiff, including
punitive damages, but excluding interest, attorneys' fees and costs, exceeds the limits set by
local rules for compulsory arbitration. This case is not subject to compulsory arbitration, as
provided by Rules 72 through 76, of the *Arizona Rules of Civil Procedure*

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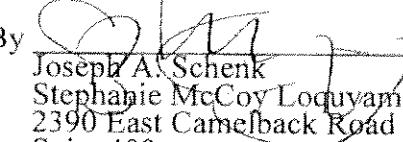
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23

1 DATED this 12th day of February, 2013.
2
3

4 AIKEN SCHENK HAWKINS & RICCIARDI P.C.
5
6

7 By 
8 Joseph A. Schenk
9 Stephanie McCoy Loquyam
10 2390 East Camelback Road
11 Suite 400
12 Phoenix, Arizona 85016
13 Attorneys for Plaintiffs
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COPY

FEB 15 2013



MICHAEL K. JEANES, CLERK
W. POWLEY
DEPUTY CLERK

Joseph A. Schenk - 009260
Stephanie McCoy Loquvam - 029045

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF ARIZONA
COUNTY OF MARICOPA

EASTERN MEDICINE CENTER, LLC, an
Arizona limited liability company,

No.

CV 2013-004531

Plaintiff,

COMPLAINT

v.
PIHMA HEALTH & EDUCATION
NETWORK, LLC, an Arizona limited
liability company;

Trademark Infringement; Unfair
Competition

Defendant.

Jury Trial Demanded

For its Complaint, Plaintiff Eastern Medicine Center, LLC ("EMC") alleges the following:

1. Plaintiff EMC is an Arizona limited liability company that has its principal place of business located in Maricopa County, Arizona.

2. Defendant PIHMA Health & Education Network, LLC ("PIHMA Health") is an Arizona limited liability company with its principal place of business in Maricopa County, Arizona. Upon information and belief, PIHMA Health variously uses the trade names PIHMA Acupuncture Resources, PIMHA Addiction & PTSD Recovery Center, PIHMA Healthy Fertility & Birth Center, PIHMA Stroke Center, and PIHMA Wellness & Aging Center.

1 3. Upon information and belief, PIHMA Health operates an educational and
2 clinical program under the name Phoenix Institute of Herbal Medicine & Acupuncture. For
3 the purposes of this Complaint, the PIHMA entities are collectively referred to as
4 "PIHMA".

5 4. At all times alleged herein, Catherine Niemiec ("Niemiec") was a
6 representative, employee, agent, or servant of PIHMA and was acting for its benefit and
7 within the scope of her agency and employment.

8 5. PIHMA is vicariously liable for the acts of Niemiec as alleged herein.

9 6. Jurisdiction and venue are proper in this Court.

10 **EASTERN MEDICINE OWNS THE REGISTERED TRADEMARK**
11 **DR. SHI XUE-MIN**

12 7. Dr. Shi Xue-Min is a world renowned academician, author, and practitioner in
13 the field of acupuncture. Dr. Shi Xue-Min is popularly known as the "father of
14 acupuncture."

15 8. Dr. Jing Liu is nationally certified and board licensed in acupuncture and
16 oriental medicine in California and Arizona; she holds a Ph.D. in natural health science and
17 traditional oriental medicine.

18 9. Dr. Liu is the sole member and manager of EMC.

19 10. Dr. Liu has a long-standing relationship with Dr. Shi Xue-Min and has
20 informally served as his representative and agent for many years.

21 11. On September 19, 2011, Dr. Shi Xue-Min signed an agreement authorizing
22 EMC to apply for and register the trademark "Dr. Shi Xue-Min." See Consent to
23 Registration of Mark by Living Individual Person Pursuant to 15 U.S.C. §1052(c), attached
24 hereto as Exhibit A.

25 12. In October 2011, Dr. Shi Xue-Min entered into an Exclusive Authorized
26 Representative Agreement with Dr. Liu making Dr. Liu the exclusive authorized
27 representative and agent for Dr. Shi Xue-Min in the United States (the "Exclusive
28

1 Representative Agreement”), See Exclusive Representative Agreement attached hereto as
2 Exhibit B.

3 13. Under the terms of the Exclusive Representative Agreement, Dr. Liu is the
4 sole representative for Dr. Shi in the United States with exclusive rights to:

- 5 • Certify and train providers of certain medical techniques and
6 regimens developed by Dr. Min (the “Services”);
7 • Protect and secure Dr. Min’s legal rights in the Services and
8 his name;
9 • Use Dr. Min’s name in association with the Services;
10 • Take all reasonable steps to protect the reputation of the
11 Services; and
12 • Protect the public from unauthorized practice of the Services
13 by unlicensed and uncertified providers. *Id.*

14 14. On September 27, 2011, EMC filed an application with the United States
15 Patent and Trademark Office to register the mark “Dr. Shi Xue-Min” (the “Mark”). *See*
16 Federal Trademark Registration Certificate, attached hereto as Exhibit C.

17 15. The Mark was registered for “educational services, namely conducting
18 classes, courses, seminars, conferences, workshops, clinics, and demonstrations in the field
19 of acupuncture and distribution of training material in connection therewith”. *Id.*

PIHMA IMPROPERLY USED THE DR. SHI XUE-MIN MARK

20 16. In 2010 Dr. Shi Xue-Min presented a series of educational presentations and
21 clinical services at PIHMA (the “2010 Program”).

22 17. The terms of Dr. Shi Xue-Min’s participation in the 2010 Program were
23 negotiated by Dr. Liu and EMC on behalf of Dr. Shi Xue-Min.

24 18. The parties did not execute a formal written contract for the 2010 Program.

25 19. In approximately July 2011, PIHMA expressed an interest in having Dr. Shi
26 Xue-Min return to PIHMA to be featured in another educational and clinical program (the
27 “2011 Program”).

1 20. The parties negotiated the terms of Dr. Shi Xue-Min's participation in the
2 2011 Program, including dates, travel logistics, compensation, practice insurance, and the
3 license/use of the Mark in connection with the program.

4 21. The parties agreed to formalize the terms of their agreement in a written
5 contract to address issues that arose in connection with the 2010 Program, confirm their
6 respective obligations, and protect their respective interests.

7 22. In early September 2011, PIHMA submitted a draft contract to EMC, which
8 contained terms that differed from the parties' oral discussions and were unacceptable to
9 EMC.

10 23. On September 23, 2011, EMC submitted its own proposed speaker contract to
11 PIHMA. PIHMA expressed concerns with various terms of the proposed speaker contract
12 and declined to sign the agreement.

13 24. Despite the absence of a formal agreement between the parties establishing the terms
14 of Dr. Shi Xue-Min's participation in the 2011 Program, PIHMA began advertising the
15 2011 Program and soliciting students and patients to participate. See PIHMA College &

16 Clinic September (2011) Newsletter, available at
17 <http://archive.constantcontact.com/fs048/1102602839818/archive/1107402805466.html>,
18 attached hereto as Exhibit D; See PIHMA College & Clinic October (2011) Newsletter,
19 available at

20 <http://archive.constantcontact.com/fs048/1102602839818/archive/1108067649351.html>,
21 attached hereto as Exhibit E.

22 25. Unable to reach a resolution on the terms of the agreement, on October 18,
23 2011, EMC provided written notice to PIHMA that it declined to enter the proposed contract
24 and that

25 "[a]s a result, PIHMA must cease any promotion, advertising, or
26 other publicity related to the services identified in the contract or
27 dissemination of any information concerning the subject matter and
28 parties to the contract. Please remove Dr. Liu and the proposed
contract Speaker from the PIHMA website immediately."

1 See October 18, 2011 Letter from Colleen A. Lomax to Catherine Niemiec, attached hereto
2 as Exhibit F.

3 26. PIHMA disregarded EMC's directive to cease using Dr. Shi Xue-Min's name
4 in publications and materials. Niemiec insisted that PIHMA had performed its obligations
5 under the verbal contract, including advertising and promoting the 2011 Program.

6 27. In an October 24, 2011 letter, Ms. Niemiec acknowledged that "PIHMA's
7 reputation (or alternatively, Jing Liu's or Dr. Shi's reputation) could be harmed among its
8 students, faculty, and among the acupuncture college community at large (of which there are
9 over 60 institutions) by a controversy of this nature" attached hereto as Exhibit G.

10 28. On October 28, 2011, counsel for EMC again wrote to PIHMA noting
11 PIHMA's improper continued promotion of Dr. Shi Xue-Min's participation in the 2011
12 Program and again clarifying that PIHMA did not have a valid and enforceable contract
13 with EMC or Dr. Shi Xue-Min. See October 28, 2011 Letter from Colleen A. Lomaz to
14 Catherine Niemiec, attached hereto as Exhibit H.

15 29. EMC invited PIHMA to submit a written contract offer to "re-start"
16 negotiations regarding Dr. Shi Xue-Min's participation in the 2011 Program. *Id.*

17 30. On October 31, 2011, PIHMA notified EMC that it had "decided to cease [its]
18 claim regarding a contract being formed between PIHMA and Eastern Medicine Center"
19 and confirmed that it would "no longer publicize the visit of Dr. Shi and Dr. Bian." See
20 October 31, 2011 Letter from Catherine Niemiec to Colleen A. Lomax, attached hereto as
21 Exhibit I.

22 31. Despite PIHMA's clear representation that it would cease promoting the
23 program and PIHMA's knowledge that Dr. Shi Xue-Min is a registered trademark, PIHMA
24 has continued to make available on its website materials improperly using the Mark. See
25 Exhibits D and E, available as of January 20, 2013.

26 32. Upon information and belief, the improper use of the Mark has diluted the
27 value of the Mark and has resulted in economic harm to EMC and improper economic
28

1 benefit to PIHMA.

2 **COUNT ONE**

3 **(Trademark Infringement)**

4 33. EMC hereby incorporates by reference the allegations contained in paragraphs
5 1-32 of the Complaint to the same extent as if they were fully restated herein.

6 34. The Lanham Act generally prohibits the use of a trademark or any false
7 representation of origin in a manner that will likely cause confusion or deceive as to one's
8 affiliation with a trademark owner. 15 U.S.C. § 1125(a)(1).

9 35. PIHMA's unauthorized use of the Mark in connection with the promotion of
10 its educational programs has caused EMC to lose revenue, has diluted or impaired the value
11 of EMC's mark, and has enabled PIHMA to generate revenue that it would not otherwise
12 have made.

13 36. Pursuant to 15 U.S.C. § 1117, EMC has the option of choosing between an
14 action to recover "(1) Defendant's profits (2) any damages sustained by the Plaintiff, and (3)
15 the cost of the action" or statutory damages of "not less than \$1,000 or more than \$200,000
16 per counterfeit mark."

17 37. Because PIHMA's infringement of EMC's registered Mark was "willful", the
18 Court has the option of awarding treble damages under 15 U.S.C. § 1117(b) or statutory
19 damages of "not more than \$2 million per counterfeit mark."

20 WHEREFORE, EMC prays for judgment against PIHMA as follows:

21 A. For damages in the amount of PIHMA's profits from the sale of educational
22 programs or services promoted using the Mark, plus all damages sustained by
23 EMC as a result of the infringement, said award to be trebled pursuant to 15
24 U.S.C. § 1117(b);
25 B. In the alternative, for statutory damages of "not more than \$2 million per
26 counterfeit mark";
27 C. For the costs incurred by EMC in connection with this action, including

reasonable attorneys' fees; and

D. For all other relief deemed proper by the Court under the circumstances

COUNT TWO

(Unfair Competition)

38. EMC hereby incorporates by reference the allegations contained in paragraphs 1-37 of the Complaint to the same extents if they were fully restated herein.

39. By promoting educational programs and services using the Dr. Shi Xue-Min Mark, PIHMA has engaged in unfair competition under Arizona law.

40. As a direct result of PIHMA's unfair competition, EMC has lost potential sales in the form of participation in educational and clinical programs legitimately associated with Dr. Shi Xue-Min, has suffered a dilution of its registered Mark, and has otherwise been damaged.

41. Upon information and belief, PIHMA has acted willfully, maliciously, and with an actual intent to cause economic harm to EMC, thereby justifying an award of punitive damages.

WHEREFORE, EMC prays for judgment against PIHMA as follows:

- A. For compensatory damages in an amount to be proven at trial;
- B. For pre- and post-judgment interest on the foregoing sum at the highest rate permitted by law;
- C. For punitive damages in an amount sufficient to punish PIHMA for its wrongful conduct and to deter others from engaging in similar misconduct in the future;
- D. For the costs incurred by EMC in connection with this action, including reasonable attorneys' fees; and
- E. For all other relief deemed proper by the Court under the circumstances.

1 DATED this 12th day of February, 2013.

2 AIKEN SCHENK HAWKINS & RICCIARDI P.C.

3 By

4 Joseph A. Schenk
5 Stephanie McCoy Loquvam
6 2390 East Camelback Road
7 Suite 400
Phoenix, Arizona 85016
Attorneys for Plaintiffs

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EXHIBIT A

Docket No. EasternMedicine002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Eastern Medicine Center LLC

Docket No.: EasternMedicine002

Mark: DR SHI XUE MIN

Class: 1C041

Consent to Registration of Mark By Living Individual Pursuant to
15 U.S.C. §1052(c)

1. I, Dr. Shi Xue Min, am the living individual whose name in English alphabet symbols is contained in the above trademark. By signing below, I consent that Eastern Medicine Center LLC may file this trademark application for the above mark and hereby consent to registration of the same with the U.S. Patent and Trademark Office.

2. The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that all statements made above of his knowledge are true and all statements made upon information and belief are believed to be true.

Date: 19-9-2011

By: Dr. Shi Xue Min

Dr. Shi Xue Min

EXHIBIT B

Exclusive Authorized Representative Agreement

This agreement is entered by and between:

Dr. Shi Xue Min (hereinafter Dr. Min) a resident of the People's Republic of China having an address of _____; and

Dr. Jing Liu Warner, a resident of Arizona having an address of 9220 E. Mountain View Dr. #215, Scottsdale, AZ 85258 (hereinafter Dr. Liu).

Provisions

Whereas Dr. Min has invented certain medical techniques and regimens related to acupuncture (hereinafter the Services) which are recognized as his inventions and techniques in the People's Republic of China and desires to certify providers of the Services in the United States as to their proper instruction in and correct usage and implementation of the Services as he has developed them; and

Whereas Dr. Liu desires to be the sole party authorized by Dr. Min to certify providers of the Services in the United States;

Therefore, in consideration of Dr. Liu acting as his sole representative in the United States, Dr. Min authorizes Dr. Liu as the exclusive person able to:

- 1) certify and train providers of the Services in the United States,
- 2) protect and secure Dr. Min's legal rights in the Services and his name throughout the United States,
- 3) use his name in association with the services throughout the United States,
- 4) take all reasonable steps to protect the reputation of the Services, and
- 5) protect the public from the unauthorized practice of the Services by unlicensed and uncertified providers.

Dr. Min further authorizes Dr. Liu to select one or more additional Exclusive Authorized Representative(s) for the United States in addition herself at Dr. Liu's discretion, subject to Dr. Min's approval, provided he is living. The additional Exclusive Authorized Representative(s) also will have the same rights to take the actions named as 1-5 above.

This agreement forecloses and supersedes any and all prior agreements written or oral regarding the exclusive relationship between the parties. This document binds Dr. Min's heirs, assigns, non-U.S. authorized representatives, and any other U.S. or foreign entity which he has an ownership interest in or which is otherwise licensed or authorized by him to provide or teach the Services. This agreement is effective from the date signed by both parties until revoked by Dr. Min in a writing signed by him and delivered to Dr. Liu.

Dr. Shi Xue Min

Signature

Dr. Jing Liu Warner

Signature

Date

Date:

This agreement will be effective indefinitely upon signatures of both parties. Each party is entitled to cancel such agreement by thirty day notice in writing. This document binds Dr. Shi's heirs, assigns, non-U.S. authorized representatives, and any other U.S. or foreign entity which he has an ownership interest in or which is otherwise licensed or authorized by him to provide or teach the Services. This agreement is effective from the date signed by both parties until revoked by Dr. Shi in a writing signed by him and delivered to Dr. Liu.

Dr. Xue Min Shi


Signature

10-5-2011
Date

Dr. Jing Liu


Signature

Date:

合约有效期间:

任何一方可以取消这一合约，但须于30天前书面通知。否则，合约将于签约日期起视为永久有效期。

损害赔偿

如果一方非法行为另一方造成有任何商业损失，违约之一方将赔偿另一方并为其一方雇用辩护律师使其免于受害。

纠纷

如有任何纠纷，任何一方可将此合约告上法庭。亚利桑那州的法院有专属管辖。败诉一方应支付胜诉一方的律师费，法院申请费和其他任何相关费用。此份双方之间的协议将取代任何有关各方之间的口头协议，以及先前的任何协议。

这份协议书将使双方之间的合作关系合法化并取代任何之前的所有书面或口头的协议。此文件之法律效力括及石院士的继承人、美国境外的授权代表，以及任何美国境内石院士占有股份的公司行号，或石院士曾经许可或授权的机构或单位。本协议生效之日为双方签署日，直至刘医生受到石院士的书面撤销。

石学敏院士

刘静医生

签名

石学敏

签名

日期

10-5-2011

日期

EXHIBIT C

United States of America
United States Patent and Trademark Office

DR SHI XUE-MIN

Reg. No. 4,146,519

EASTERN MEDICINE CENTER LLC (ARIZONA LIMITED LIABILITY COMPANY)
9449 N. 90TH ST. SUITE 101

Registered May 22, 2012

SCOTTSDALE, AZ 85258

Int. Cl.: 41

FOR: EDUCATIONAL SERVICES, NAMELY, CONDUCTING CLASSES, COURSES, SEMINARS, CONFERENCES, WORKSHOPS, CLINICS, AND DEMONSTRATIONS IN THE FIELD OF ACUPUNCTURE AND DISTRIBUTION OF TRAINING MATERIAL IN CONNECTION THEREWITH, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

SERVICE MARK

PRINCIPAL REGISTER

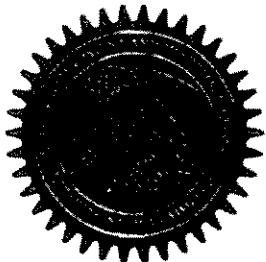
FIRST USE 12-31-1993; IN COMMERCE 12-31-1993.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

THE NAME(S), PORTRAIT(S), AND/OR SIGNATURE(S) SHOWN IN THE MARK IDENTIFIES DR. SHI XUE-MIN, WHOSE CONSENT(S) TO REGISTER IS MADE OF RECORD.

SER. NO. 85-433,569, FILED 9-27-2011.

DEZMONA MIZELLE, EXAMINING ATTORNEY



David J. Kappos

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

- ***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See 15 U.S.C. §§1058, 1141k.* If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- ***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* *See 15 U.S.C. §1059.*

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See 15 U.S.C. §§1058, 1141k.* However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See 15 U.S.C. §1141j.* For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.



Please note that U.S. Customs & Border Protection (CBP), a bureau of the Department of Homeland Security, maintains a trademark recordation system for marks registered at the United States Patent and Trademark Office. Parties who register their marks on the Principal Register may record these marks with CBP, to assist CBP in its efforts to prevent the importation of goods that infringe registered marks. The recordation database includes information regarding all recorded marks, including images of these marks. CBP officers monitor imports to prevent the importation of goods bearing infringing marks, and can access the recordation database at each of the 317 ports of entry.

CBP's Intellectual Property Rights e-Recordation (IPRR) system, located at <https://apps.cbp.gov/e-recordations/>, allows right holders to electronically file IPR recordation applications, thus significantly reducing the amount of time normally required to process paper applications. Some additional benefits of the system include:

- Elimination of paper applications and supporting documents.
- Copies of the certificate issued by the registering agency (U.S. Patent and Trademark Office or the Copyright Office) are retained by the right holder, not submitted to CBP.
- Payment by credit card (preferred), check or money order.
- Ability to upload images of the protected work or trademark, thus obviating the need to send samples to CBP.
- Reduced time from filing of the application to enforcement by field personnel.

Information about how to obtain a recordation, and about CBP's Intellectual Property Rights border enforcement program, is available at CBP's web site, www.cbp.gov.

WARNING FROM THE USPTO CONCERNING UNOFFICIAL TRADEMARK SOLICITATIONS

Please be aware that private companies not associated with the United States Patent and Trademark Office (USPTO) often use trademark application and registration information from the USPTO's databases to mail or e-mail trademark-related solicitations. These may include offers: (1) for legal services; (2) for trademark monitoring services; (3) to record trademarks with U.S. Customs and Border Protection; and (4) to "register" trademarks in the company's own private registry.

These companies may use names that resemble the USPTO name, including, for example, the terms "United States" or "U.S." Increasingly, some of the more unscrupulous companies attempt to make their solicitations mimic the look of official government documents rather than the look of a typical commercial or legal solicitation by emphasizing official government data like the USPTO application serial number, the registration number, the International Class(es), filing dates, and other information that is publicly available from USPTO records. Many refer to other government agencies and sections of the U.S. Code. Most require "fees" to be paid.

Some applicants and registrants have reported paying fees to these private companies, mistakenly thinking that they were paying required fees to the USPTO. So, be sure to read trademark-related communications carefully before making a decision about whether to respond. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, VA, and if by e-mail, specifically from the domain "@uspto.gov."

If you receive a trademark-related solicitation that you believe is deceptive, you may file an on-line consumer complaint with the Federal Trade Commission ("FTC"), at www.FTC.gov. Although the FTC does not resolve individual consumer complaints, it may institute, as the nation's consumer protection agency, investigations and prosecutions based on widespread complaints about particular companies or business practices.

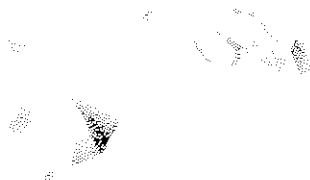
The USPTO encourages recipients of misleading communications to contact the USPTO about them by emailing TMBFeedback@uspto.gov. When notifying the USPTO about a misleading communication, please also:

1. Include a copy of the misleading communication (including the envelope it came in) if available;
2. Indicate whether the recipient thought the communication was an official U.S. government communication or had to ask an attorney or the USPTO whether it was legitimate;
3. Indicate whether fees were mistakenly paid in response to the communication and, if so, provide a copy of the cancelled check. Please also specify what services, if any, were provided in exchange for the payment made.

EXHIBIT D



P · I · H · M · A
COLLEGE & CLINIC



PHOENIX INSTITUTE *of* HERBAL MEDICINE & ACUPUNCTURE

September Newsletter

September is upon us and with it the promise of the cooler temperatures of Autumn. This is a time of year of changing seasons and life transitions. September is also Pain Awareness Month. In this edition of our newsletter you will find exciting news of our 2011 Graduates, a special feature on a Chinese herb that assists with resolving pain, special deals in our clinic for the month, and more information about some of the exciting events and special guests we have in the coming months.

Enjoy the quick read and keep in touch.

Art at PIHMA



Clinic Specials

New Patient Referral Program

National Pain Awareness Month Special
\$25 treatments for pain relief of any kind

Friday Night Special
\$25 treatments after

Please join us as we congratulate our 2011 graduating class! We are so proud of their accomplishments and wish them the best of luck in their future endeavors!

**Congratulations
2011 PIHMA Graduates!**

5pm on Fridays
(excludes initial visit)

Early Bird Special
\$25 treatments before
9am Daily
(excludes initial visit)

*Limit one special per patient.
Not valid with other discounts.*

Fall Community Movement Class Schedule
(Aug. 1st - Dec. 18th)



Qi Gong
Mondays 5-6pm
with Dan Bedgood

Tai Chi
Wednesdays 12-1pm
with Kevin Kolasa

Tai Chi Gung Fu
Wednesdays 6-7pm
with Jack Mathews

Acu-Yoga
Fridays 12-1pm
with Kat Myers

[Click here for prices,
class descriptions
and instructor bios.](#)



Our 2011 graduates:

Master of Science in Oriental Medicine

Tanisha Ali
Barbara Dorf
Natascha Hebell-Fernando - *Highest Academic Honors Award Recipient*
Amy Ho

Annie Porter - *Kathy Salisbury Award: Herbal Excellence Award*
Janis Schreiber
Annette Solly
Zachary Steinhouer
Tracey Walker

Master of Science in Acupuncture

Sara Asadoorian-Vagianos
Whitney Boyd-Fessler
James Degiuli
Michelle Etheridge
Stephen Getz - *Highest Academic Honors Award*
Brittany Mallory-Onken
Patricia Manes - *Service to PIHMA Award*
Brian Morphew
Jeanne Passin
Kimberly Ritter
Suzana Rizvanolli

Become a student today!
Contact Admissions at (602) 274-1885

Five Element Seminar at PIHMA

On the Horizon

October 21st
(5pm-8pm)
National AOM Day
Celebration at PIHMA

October 22nd &
23rd
(9am-5pm)
Lonny Jarrett CEU
at PIHMA

November 15th
through December
1st

Dr. Shi & Dr. Bian at
PIHMA

SAVE THE DATE



Join

us at PIHMA on **Friday, October 21st from 5-8pm** for our National Acupuncture & Oriental Medicine Day Celebration! We'll have free mini acupuncture treatments, light snacks and beverages, herbal concoctions, gua sha and cupping demonstrations artists, musicians, and guest speakers for your enjoyment. You won't want to miss this extraordinary evening!

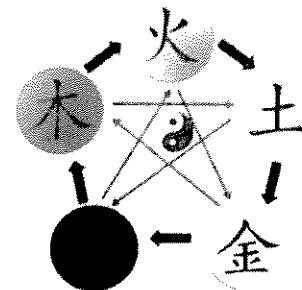
Five Element Constitutional Diagnosis:
Integral & Evolutionary Perspectives on Chinese Medicine
15 CEU's available

Presented by International Author:
Lonny S. Jarrett, M.Ac., M.S., FNAAOM

When: October 22nd & 23rd
9:00am to 5:00pm

Where: PIHMA College & Clinic
301 E. Bethany Home Rd.
Ste. A-230
Phoenix, AZ 85012

Cost: \$295
\$250 Early-bird (by 9/23)
\$200 Student/Faculty



PIHMA is very excited to announce that we will be hosting a seminar with internationally renowned author Lonny Jarrett. The author of many books, including *Nourishing Destiny*, Mr. Jarrett is recognized as one of the foremost experts in Five Element theory and will be discussing Five Element Constitutional Diagnosis and Integral and Evolutionary Perspectives on Chinese Medicine.

Join us on this exploration of Five Element theory from one of the fields foremost experts.

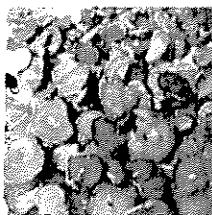
[Click here for more information & to register.](#)

September is National Pain Awareness Month

Chinese practitioners believe that pain and illness is caused by imbalances in the human body. The Chinese concept of good health occurs when energy (called qi) flows through the body in certain patterns (meridians or energy-carrying channels) bringing total balance. When the flow of Qi is stagnant or blocked, pain and illness occur.

Acupuncture is the part of an ancient healing method of inserting fine needles into particular points (acu-points) to regulate flow of qi (vital energy) along pathways known as meridians. This method was developed in China 3000 years ago. Acupuncturist identifies the affected meridian and uses disposable thin stainless steel needles to correct the imbalance(s) in the human body by restoring qi flow to normal.

Acupuncture is commonly used to reduce pain. The scientific

Herb of the Month

**Yan Hu Suo -
Corydalis Rhizome**

"The Pain Reliever"

Yan hu suo, also known as corydalis, primary use is pain relief. Entering the Heart, Liver, Lung, and Stomach channels with bitter and warm qualities, it invigorates blood and promotes the movement of Qi to alleviate pain. Yan hu suo has analgesic, anti-inflammatory and muscle-relaxant effects. It can relieve pain in all parts of the body including chest, epigastric, abdominal and gynecological pain. Yan hu suo also treats pain in the arms and legs and helps reduce masses such as benign tumors.

To see if Yan Hu Suo is right for you, call PIHMA clinic today at **(602) 274-1885** for an Herbal Consultation. Because everyone is

base for pain relieve is that acupuncture decreases pain by increasing the release of the large amount of the chemicals that block pain, called endorphins, which are the body's natural pain killers. WebMd (2007) describes the process as, "The stimulated by the acupuncture needle muscle sends a message to the central nervous system (the brain and spinal cord), causing the release of endorphins (morphine-like chemicals produced in our own bodies during times of pain or stress). Endorphins block the message of pain from being delivered to the brain."

The research performed by Simon Strauss MBBS, Dip. Acupuncture shows the following results:

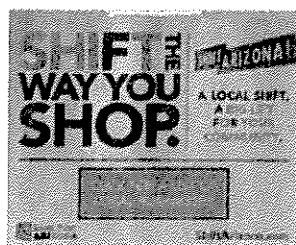
Symptom	Number of Participants	Greatly Helped	Helped
Back Pain	136	56.5%	30.5%
Headache	100	63%	22%
Anxiety	94	67%	22%
Neck & Arm Pain	72	73.5%	14%
Knee Pain	66	54.5%	32%
Sciatica Pain	58	56%	30%
Neck Pain	56	59.5%	26.5%
Hip Pain	53	48%	36%
Sinus/hay fever	50	64.5%	18.5%
Shoulder Pain	45	60%	26%
Vertigo	42	67%	10%
Elbow Pain	38	81%	16%
Ankle Pain	35	43%	46.5%
Asthma	23	62.5%	23%
Edema	22	55%	45%
Angina	15	40%	46%
Trigeminal N.	11	90%	10%
Zoster	10	77%	22%

According to the 2007 National Health Interview Survey, which included a comprehensive survey of complementary alternative medicine (CAM) use by Americans, 1.4 percent of respondents (an estimated 3.1 million Americans) said they had used acupuncture in the past year. A special analysis of acupuncture data from an earlier NHIS found that pain or musculoskeletal complaints accounted for 7 of the top 10 conditions for which people use acupuncture. Back pain was the most common, followed by joint pain, neck pain, severe headache/migraine, and recurring pain (NCCAM Publication No. D435, 2009).

Acupuncture is generally recognized as safe if done by a competent, certified acupuncture practitioner. PIHMA students receive Masters Degree in Acupuncture and Oriental Medicine upon graduation. By the time they enter PIHMA clinic they've

different, raw herbs are only sold after consultation with an herbal intern to create the appropriate formula for you.

Follow us on Twitter and/or Like us on Facebook for clinic specials, industry related articles, community happenings & much more!



Proud member of Local First Arizona

PIHMA'S CORE VALUES:

Live the Medicine
Serve
Compassionately
Act with Integrity
Be Innovative
Grow Thoughtfully
Practice Gratitude
Commit to Excellence

completed major courses teaching them appropriate techniques and specifics of the human body. Students are supervised by Licensed Acupuncturists.

Everyone responds to acupuncture differently. If you have pain please visit our school for your individual comprehensive assessment of your condition. **During the month of September our pain relief acupuncture treatments are only \$25.** Acupuncture is the time-tested, safe, natural and effective method to deal with pain. Contact our clinic today at **(602) 274-1885** to schedule your treatment.

Doctors Shi and Bian Return to PIHMA

Last November PIHMA was honored to host two of the world's top doctors of Acupuncture, **Dr. Shi Xue Min** and **Dr. Bian Jin Ling**. Dr. Shi and his associate of 38 years, Dr. Bian, provided two amazing seminars, treated patients in the PIHMA clinic, and had a profound effect on many of our patients, students, and practitioners. This year both we are pleased to welcome both of these masters of acupuncture back to PIHMA.

x Dr Shi Xue Min - Photo

We are incredibly honored to host these two amazing Doctors as they perform grand rounds in the PIHMA Clinic, treat patients, and teach in a lecture series provided by Dr. Bian.

Following is the schedule:

- November 15 - Dr. Bian - 9am-12pm PIHMA Clinic; 2-5pm Lecture
- November 16 - Dr. Shi - 9am-12pm PIHMA Clinic
- November 17 - Dr. Bian - 9am-12pm PIHMA Clinic; 2-5pm Lecture
- November 22 - Dr. Bian - 9am-12pm PIHMA Clinic; 2-5pm Lecture
- November 23 - Dr. Shi - 9am-12pm PIHMA Clinic
- November 29 - Dr. Bian - 9am-12pm PIHMA Clinic; 2-5pm Lecture
- November 30 - Dr. Shi - 9am-12pm PIHMA Clinic
- December 1 - Dr. Bian - 9am-12pm PIHMA Clinic; 2-5pm Lecture

Appointments for treatment will fill up fast. Call the PIHMA Clinic to schedule an appointment. Students and Alumni contact Jonathan (email: jlindsey@pihma.edu) to reserve your space on grand rounds or in the lecture series.



"To know the road ahead, ask those coming back."

- Chinese Proverb



PIHMA
ACUPUNCTURE
COLLEGE & CLINIC

301 E. Bethany Home Rd., Ste. A-100
Phoenix, AZ 85012
(602) 274-1885
www.pihma.edu

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EXHIBIT E



P · I · H · M · A
COLLEGE & CLINIC



PHOENIX INSTITUTE *of* HERBAL MEDICINE & ACUPUNCTURE

October Newsletter

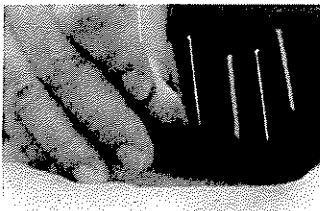


We invite you to explore a world of ancient healing and modern integrative medicine.

**Acupuncture & Oriental
Medicine Day Celebration
Friday, October 21st
5:00pm - 8:00pm**

In observance of Acupuncture & Oriental Medicine (AOM) Day, PIHMA Acupuncture College & Clinic is hosting its annual AOM Day Celebration! Designed to increase public awareness of the benefits of acupuncture and Oriental medicine, AOM Day is supported by professional associations, research organizations, and educational institutions. AOM encompasses acupuncture, herbal therapy, Oriental nutrition, qi gong, tai chi, tui na/acupressure, gwa sha, and cupping. Experience these modalities (and more) for yourself at our most anticipated event of the year! ***Open to everyone from all walks of life - ALL ARE WELCOME!***

[Click here for a complete list of events, activities and presentations](#)



Five Element Seminar at PIHMA

**Five Element Constitutional Diagnosis:
Integral & Evolutionary Perspectives on Chinese Medicine**
15 CEU's available

Clinic Specials

Presented by International Author:
Lonny S. Jarrett, M.Ac., M.S.,

New Patient Referral Program

Friday Night Special
\$25 treatments after
5pm on Fridays
(*excludes initial visit*)

Early Bird Special
\$25 treatments before
9am Daily
(*excludes initial visit*)

*Limit one special per patient.
Not valid with other discounts.*

Fall Community Movement Class Schedule

(Aug. 1st - Dec. 18th)



1/2 off Community Movement Classes in October

Acu-Yoga
Mondays 12-1pm
(moved from Fridays)
with Kat Myers

Qi Gong

Mondays 5-6pm
with Dan Bedgood

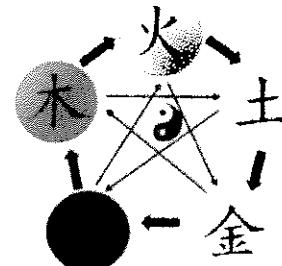
Tai Chi
Wednesdays 12-1pm

FNAAOM

When: October 22nd & 23rd
9:00am to 5:00pm

Where: PIHMA College & Clinic
301 E. Bethany Home Rd.
Ste. A-230
Phoenix, AZ 85012

Cost: \$295 (\$200 Student/Faculty)



PIHMA is very excited to announce that we will be hosting a seminar with internationally renowned author Lonny Jarrett. The author of many books, including *Nourishing Destiny*, Mr. Jarrett is recognized as one of the foremost experts in Five Element theory and will be discussing Five Element Constitutional Diagnosis and Integral and Evolutionary Perspectives on Chinese Medicine.

Join us on this exploration of Five Element theory from one of the fields foremost experts.

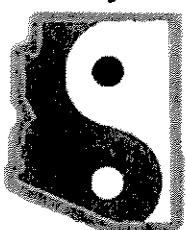
[Click here for more information & to register.](#)

Become a student today!
Contact Admissions at (602) 274-1885

AZSOMA Conference

Join the Arizona Society of Oriental Medicine & Acupuncture (AZSOMA) for their Fall Conference on Integrative Approaches to Diagnosis and Treatment of Musculoskeletal Disorders.

Saturday & Sunday, October 15th & 16th



9:00am - 5:30pm
Don Lee, L.Ac., DNBAO, CSCS, AOS
15 CEU's AZ & CA Marriott The Buttes
2000 W. Westcourt Way
Tempe, AZ 85282

2011 Fall Conference Registration Form
(PIHMA student discount - half off registration fees!)

with Kevin Kolasa

Not an AZSOMA member yet? [Click here to join!](#)

Tai Chi Gung Fu

Wednesdays 6-7pm
with Jack Mathews

[Click here for prices,
class descriptions
and instructor bios.](#)

On the Horizon

**October 12th
(5-6pm)**

SCNM at PIHMA

**October 15th & 16th
(9am-5:30pm)**

AZSOMA
Conference

**October 21st
(5pm-8pm)**

National AOM Day
Celebration at PIHMA

**October 22nd &
23rd**

(9am-5pm)
Lonny Jarrett CEU
at PIHMA

**November 15th
through December
1st**

Dr. Shi & Dr. Bian at
PIHMA

**November 18th
(8:30am-12pm)**

Pain Management
through Integrative
Pain Therapy

Herb of the Month

Grand Rounds and Lecture Series with Chinese Masters

Two of the world's top doctors of Acupuncture, Dr. Shi Xue Min and Dr. Bian Jin Ling are returning to PIHMA in November. We are incredibly honored to host these two amazing Doctors as they perform grand rounds in the PIHMA Clinic, treat patients, and teach in a lecture series provided by Dr. Bian.

 Dr Shi Xue Min - Photo

Students, Alumni and Licensed Acupuncturists will be able to work with Drs. Shi and Bian in the PIHMA Clinic, while patients will have the opportunity to be treated by two of the world's top doctors. Then on Five incredible afternoons Dr. Bian will facilitate a lecture series in a variety of subjects, including: Needle Technique, Cupping Technique, Hypertension and Stroke Treatment, Pain Management, and Women's Health. Full Schedule and details below.

Schedule

Nov. 15 - Dr. Bian - 9am-12pm PIHMA Clinic; 2-5pm Lecture

Nov. 16 - Dr. Shi - 9am-12pm PIHMA Clinic

Nov. 17 - Dr. Bian - 9am-12pm PIHMA Clinic; 2-5pm Lecture

Nov. 22 - Dr. Bian - 9am-12pm PIHMA Clinic; 2-5pm Lecture

Nov. 23 - Dr. Shi - 9am-12pm PIHMA Clinic

Nov. 29 - Dr. Bian - 9am-12pm PIHMA Clinic; 2-5pm Lecture

Nov. 30 - Dr. Shi - 9am-12pm PIHMA Clinic

Dec. 1 - Dr. Bian - 9am-12pm PIHMA Clinic; 2-5pm Lecture

Dec. 7 - Dr. Shi - 9am-12pm PIHMA Clinic

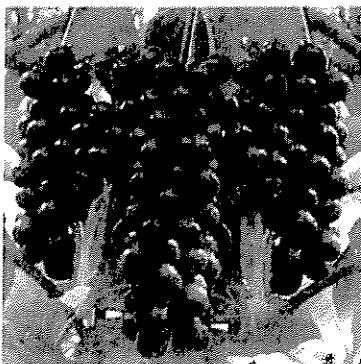
Appointments for treatment will fill up fast. Call the PIHMA Clinic to schedule an appointment. Students and Alumni contact Jonathan (email: jlindsey@pihma.edu) to reserve your space on grand rounds or in the lecture series.

Cost

Grand Rounds: Open to Students/Alumni; \$60 For
Licensed Acupuncturists

Lecture Series: \$20 per lecture - Students/Alumni

Treatment: \$100 per treatment (student discount available)



**Wu Wei Zi - Schisandra
Fruit/Seed**

"Five Flavored Seed"

Wu Wei Zi is an intriguing stabilizing and binding herb that can be used to treat chronic cough and night sweats, as well as calm the spirit. Entering the Kidney, Lung, and Heart channels it is unique in that it contains all five flavors (as indicated by its name)- sweet, sour, acrid, bitter and salty. Thus it can provide effects to various organs or systems. Wu wei zi constrains leakage of lung qi, enriches Kidney yin, inhibits sweating while generating body fluids, and quiets the spirit and calms the Heart. Laboratory research on wu wei zi has demonstrated a strengthening of heart function by improving diastolic and systolic actions. Systolic contractions are stronger and diastolic expansion is more complete.

Integrative Pain Therapy Seminar

Pain is a long-standing problem in America. Over 83 million adults live with pain which impact their daily activities, and over 75 million people live with chronic debilitating pain. Treatment often includes some combination of pain medication, physical therapy, and surgery. **Compelling evidence shows the benefits of treating pain with mind-body therapy, acupuncture, massage, chiropractic, therapeutic touch, herbal therapy, and dietary/nutritional approaches.** This seminar focuses on practical applications for nurses, and explores many of the mind-body/alternative therapies and their benefits in the treatment of pain, as well as their impacts on patient and clinical outcomes.

When: November 18th, 2011

8:30am - 12:00pm

Where: PIHMA College & Clinic

Cost: \$39

[Click here for more information & to register](#)



Acupuncture and Addiction

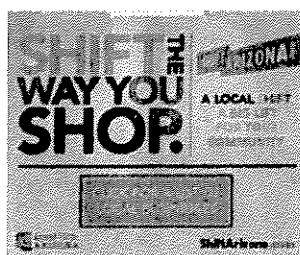
Addiction has been defined as physical and psychological dependence on psychoactive substances (for example alcohol, tobacco, heroin and other drugs) which cross the blood-brain barrier once ingested, temporarily altering the chemical milieu of the brain.

People who have addiction problems cannot deal with the problem on their own. Many detox rehabilitation facilities are able to help with the problem and acupuncture is widely known as a very effective supplement to counseling offered by the detox facilities.

Both traditional full body acupuncture and auricular acupuncture have been used to treat people who have problems with addictions to drugs, alcohol and cigarettes. The Practical application of acupuncture in the traditional drug treatment setting evolved at New York's City Lincoln hospital during the 1970's. The treatments were proven to be very effective and in 1985, the National Acupuncture Detoxification Association (NADA) was founded to extend

To see if Wu Wei Zi is right for you, call PIHMA clinic today at **602.274.1885** for an Herbal Consultation. Because everyone is different, raw herbs are only sold after consultation with an herbal intern to create the appropriate formula for you.

Follow us on Twitter and/or Like us on Facebook for clinic specials, industry related articles, community happenings & much more!



Proud member of Local First Arizona

PIHMA'S CORE VALUES:

Live the Medicine
Serve
Compassionately

the example of Lincoln Hospital experience into other treatment settings.

The NADA protocol technique aims to relieve withdrawal symptoms and craving and to improve general relaxation and mental and physical functioning; the acupuncture treatment aids in patient detoxification. It does so by supporting the main organs of elimination in the body, speeding the body's ability to rid itself of toxins. Treatment improves mental clarity and ability to focus. It also provides the patient with a sense of calmness and serenity.

If you or someone you know is trying to win the battle with the addiction problem, please let us help! Remember, acupuncture is very effective. Schedule an appointment and see for yourself.

Acupuncture treatments can help with various types of addiction:

- Alcohol
- Nicotine: Cigarettes, Chewing Tobacco, Cigars
- Cocaine and Crack
- Methadone (Crystal Meth)
- Marijuana
- Heroin (Morphine)
- Caffeine: Coffee, Tea
- Pain Medications: Hydrocodone, Vicoden, Oxycotin

Thank You PIHMA Community!

When PIHMA student Carmel Ferreira lost everything in a house fire, PIHMA community members came forward and donated countless items in an effort to help rebuild her life. We'd like to take a moment to express our gratitude toward all who have contributed.

Donations are still being accepted and can be placed in the wardrobe box located at PIHMA in Suites A-100 & A-230. Items will be picked up weekly. Any donation you can make will help her and will be greatly appreciated: clothing (size 6-8: medium), shoes (size 7), personal care items, furniture, household items and anything else that will fill a home.

Monetary donations can be deposited directly into Carmel's PayPal account using her email: ms.carmel@gmail.com.

"If you want happiness for an hour, take a nap. If you want happiness for a day, go fishing. If you want happiness for a year, inherit a fortune. If you want happiness for a lifetime, help somebody." - Chinese Proverb

Act with Integrity
Be Innovative
Grow Thoughtfully
Practice Gratitude
Commit to Excellence



301 E. Bethany Home Rd., Ste. A-100
Phoenix, AZ 85012
(602) 274-1885
www.pihma.edu

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EXHIBIT F



8600 North Gainey Center Drive, Suite 261
Scottsdale, AZ 85258
PHONE: 480/607-9719
FAX: 480/607-9780
MEAGHER.COM

Colleen A. Lomax
Direct Line: (480) 624-8589
clomax@meagher.com

October 18, 2011

Ms. Catherine Niemiec
PIHMA College
301 E. Bethany Home Rd.
Ste A100
Phoenix, AZ 85012

Re: Eastern Medicine Center -- Dr. Jing Liu

Dear Ms. Niemiec:

I represent Dr. Jing Liu and Eastern Medicine Center. Upon review of the draft contract that you provided to Dr. Liu, the Agent and Speaker -- as those terms are defined in the draft contract -- decline to enter in to the proposed contract with Phoenix Institute of Herbal Medicine & Acupuncture ("PIHMA"). As a result, PIHMA must cease any promotion, advertising or other publicity related to the services identified in the contract or dissemination of any information concerning the subject matter and parties to the contract. Please remove Dr. Liu and the proposed contract Speaker from the PIHMA website immediately.

Thank you for your cooperation.

Very truly yours,

MEAGHER & GEER, PLLP

A handwritten signature in black ink that reads "Colleen A. Lomax".
Colleen A. Lomax

CAL/jm
8118724.1

EXHIBIT G



PIHMA
COLLEGE & CLINIC

October 24, 2011

Colleen A. Lomax, Esq.
Meagher & Gheer, PLLP
8800 N. Gainey Center Drive, Suite 261
Scottsdale, AZ 85258

OCT 25 2011

Dear Ms. Lomax,

Thank you for your letter. I believe there is a misunderstanding with regard to the agreement. We have a verbal contract (which is a repeat of the verbal contract we had last year and had fully executed). It was agreed to at the end of Dr. Shi and Dr. Bian's visit last year to our campus, and was later reaffirmed in the summer of this year. This is evidenced by our letter of August 1st asking for them to visit Arizona, for the purposes of their immigration.

What I believe you have before you as a written contract is actually the proposed substitution for the verbal contract. The purpose of the proposed substitute contract was to more fully define the terms and issues that arose in controversy in the previous year (e.g. late arrival, changing of dates and times, food preferences, etc.), as well as to address Jing Liu's concern with regard to a proposed trademark. Jing Liu also had her own proposed substitute contract (which she was using as the original contract for other institutions). Negotiations apparently stalled after we learned that Jing Liu was applying for her own CEU approval. We tried to explain to Jing and her trademark attorney about the limitations on the abilities of Drs. Shi and Bian to practice without a license when not under an approved school or professional organization (not including an approving agency)(see ARS Title 32, Chapter 39, Subsection 32-3921, paragraph B (3)). We became concerned about regulatory compliance since it was unclear whether we were also expected to oversee Drs. Shi and Bian in their performance of acupuncture in that situation as well, for which we had no knowledge, control or oversight.

Regardless, as it stands, we still have an original, active verbal contract for which we have been executing our side of the agreement. To date we have performed the same conduct as in last year's contract:

- a) Prepared and submitted important and necessary letters of invitation (similar to last year's) to support the immigration visas for Drs. Shi and Bian to Arizona;
- b) Established and advertised dates for clinical grand rounds with Jing Liu's full knowledge and acquiescence;
- c) Prepared and submitted application for continuing education credit to the Arizona State Board of Examiners, which is now on the agenda for approval at this month's board meeting;
- d) Recruited and scheduled paying patients and students for the November dates;
- e) Publicly announced and advertised the presence of Drs. Shi and Bian at PIHMA, the notices of which Jing Liu and her staff received, acknowledged and were aware, and which was made public to the other colleges in the United States;
- f) and expended considerable hours of labor in preparing the advertising, marketing materials, preparation of the state application, and scheduling.

We have relied sufficiently on the past contract and the representations of Jing Liu such that this contract cannot equitably be denied, as is also supported by the theories of quasi-contract and promissory estoppel. Moreover, we have acted in good faith in our performance for this agreement. There has also been unjust enrichment to Jing by our consideration of writing letters of invitation for immigration that helped make it possible for Drs. Shi and Bian to come to the Arizona (and which we take very seriously as we promised and fully expected to vouch for them in our care in the Arizona), and in the state application for continuing education approval where we agreed to provide the legal and regulatory oversight of the unlicensed practitioners under our institutional license and insurance. Without such permission from the state board, they would not be able to legally practice acupuncture.

Moreover, since it is foreseeable that we would take these actions in advance of their visit at the urgings of Jing Liu to secure and prepare for the visit, it would be exceedingly unfair to deny the contract which was under the same circumstances and preparation as last year. Acceptance is demonstrated by an uncontested acquiescence to our ongoing advertising and efforts similar to the past.

Please note that in addition to expended costs and labor, PIHMA's reputation (or alternatively, Jing Liu's or Dr. Shi's reputation) could be harmed among its students, faculty and among the acupuncture college community at large (of which there are over 60 institutions) by a controversy of this nature. We are concerned that when Jing Liu met with the acupuncture schools in Tucson and Dr. Andrew Weil's representatives, we learned that she misrepresented or maligned the reputation of PIHMA in striving to secure a substitute institution in her attempt to have Drs. Shi and Bian legally treat patients in her clinic.

From your letter, it appears that it is Jing Liu's desire to breach and cancel that contract. Please advise if this is so in order that we might proceed with appropriate legal action for damages. You were copied on today's email to Jing Liu in which we expressed our willingness to still work with her to resolve this situation and come to a mutually beneficial agreement. At this point, we will wait to hear from you and simultaneously proceed with our state application this Wednesday at the Acupuncture Board of Examiners meeting, presuming that we can still come to some agreement. Please note that the window of opportunity to amend our application to include our oversight of and partnership with Eastern Medicine's continuing education course will close at that time.

Sincerely,



Catherine

Catherine Niemiec, JD, L.Ac.
President, PIHMA

Enc

EXHIBIT H



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MEAGHER.COM
Colleen A. Lomax
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October 28, 2011

Via E-Mail and U.S. Mail

Ms. Catherine Niemiec
PIHMA College
301 E. Bethany Home Rd., Ste A100
Phoenix, AZ 85012

Re: Eastern Medicine Center – Dr. Jing Liu

Dear Ms. Niemiec:

On October 18, 2011, I advised you in writing that Dr. Liu and Eastern Medicine Center would not accept PIHMA's proposed written contract offer. It appears that you and PIHMA have ignored that communication and continued to publicize the matters and services addressed in PIHMA's proposed offer of contract as if Dr. Liu and Eastern Medicine Center had accepted PIHMA's contract offer. To the extent that you and PIHMA have done so, you have done so without any reasonable basis in fact for doing so.

I received your October 24, 2011 correspondence contending that PIHMA's written contract offer was a substitution for a verbal contract you believed you made in 2010. Although your correspondence discusses your legal theories to support your belief of contract existence and alleges activities that you and PIHMA have undertaken in reliance on that belief, your letter does not discuss the underlying factual basis for your belief that a verbal contract existed other than that "we did it this way last year." However, PIHMA's introduction of a substitute written contract makes it clear that PIHMA **did not** in fact want to proceed as it did last year.

In addition, the facts are that, at every point at which PIHMA could have obtained an agreement from Dr. Liu and Eastern Medicine to accept PIHMA's contract offer, PIHMA's own conduct and contract demands made it impossible for the parties to reach an agreement. PIHMA repeatedly failed to return the registration form that Eastern Medicine had sent to PIHMA on July 16, 2011. PIHMA repeatedly failed to submit its deposit to hold dates requested by PIHMA for Drs. Shi and Bian. PIHMA repeatedly failed to provide Eastern Medicine with a registration/invitation letter despite repeated requests from Eastern Medicine to do so. Other acupuncture schools like PIHMA that are hosting Drs. Shi and Bian in 2011 had no problem complying with these requirements.

Last year PIHMA agreed to cover malpractice insurance for Dr. Shi and Dr. Bian. Despite repeated requests from Dr. Liu to confirm that PIHMA would cover malpractice insurance for Drs. Shi and Bian as it did last year, you failed to confirm that contract condition this year. PIHMA's written contract offer to Dr. Liu excluded this term. During contract

Ms. Catherine Niemiec
October 28, 2011
Page 2

negotiations, you would not agree to permit Drs. Shi and Bian to work with students and patients at the clinic of Dr. Liu, a currently licensed Arizona acupuncturist whom you have listed as an adjunct PIHMA faculty member. Last year, however, PIHMA did agree to Drs. Shi and Bian working with patients and students at Dr. Liu's clinic during the PIHMA sponsorship period.

As for the "evidence" of reliance that you proffer in your October 24, 2011 letter, any letters PIHMA ultimately wrote were written long after letters written by others that may have been necessary for Drs. Shi and Bian to obtain visas to be in the United States. The fact that PIHMA selected dates that it wished to host Drs. Shi and Bian did not create a contract absent the many other sponsorship requirements, repeatedly requested by Eastern Medicine, which PIHMA failed to respond to or to satisfy. It is unclear when PIHMA submitted its CEU application to the Arizona State Board of Examiners. It appears to have been submitted in recognition that Dr. Liu and Eastern Medicine were not going to accept PIHMA's substitute contract offer. To the extent that PIHMA recruited patients and students, publicized any dates, or invested time and effort in advertising and marketing materials, it did so fully aware that you, on behalf of PIHMA, had already failed to meet deadlines for registration, invitation letters and deposits that other schools had; that you, on behalf of PIHMA, were in fact seeking to change the arrangement from 2010 significantly and were offering a substitute written agreement to replace it. Based on the facts and circumstances, Dr. Liu is willing to let a judge or jury decide whether PIHMA's alleged reliance is reasonable, if it must come to that.

As I indicated to you by e-mail, I did receive your October 26, 2011 e-mail correspondence relaying your interpretation of the results of the Board meeting on October 26, 2011. On behalf of PIHMA, your assistant made it clear to the Board that PIHMA had no reasonable basis for believing that it had an agreement with Dr. Liu and Eastern Medicine. PIHMA, according to your assistant, was fully prepared to move forward with its CEU using other acupuncturists for PIHMA's November CEU.

I know that Dr. Liu feels very loyal to you and PIHMA. She does not want to escalate this matter further. However, she has a very full schedule today and will not have time to turn her attention to contract negotiation until Monday. If you wish to send a written contract offer to me that includes the same terms that PIHMA agreed to for the 2010 visit of Drs. Shi and Bian, permitting Dr. Liu to work in her clinic alongside Drs. Shi and Bian with patients and students during the PIHMA sponsorship period, and which includes PIHMA advance payments for actual expenses incurred by Eastern Medicine and malpractice insurance for Drs. Shi and Bian, that would be a meaningful point from which to re-start contract negotiations. I am certain that Dr. Liu will consider such a written offer seriously.

Very truly yours,

MEAGHER & GEER, PLLP


Colleen A. Lomax

CAL/jm
cc: Dr. Jing Liu

EXHIBIT I



P I H M A
COLLECTIVE CLINICS

Via E-mail and US Mail

October 31, 2011

Colleen A. Lomax, Esq.
Meagher & Gheer, PLLP
8800 N. Gainey Center Drive, Suite 261
Scottsdale, AZ 85258

Dear Ms. Lomax,

Upon review of your correspondence and our meeting with our board and legal counsel, we have decided to cease our claim regarding a contract being formed between PIHMA and Eastern Medicine Center. Similar to Dr. Liu, we do not wish to escalate this matter any further. Accordingly we will no longer publicize the visit of Dr. Shi and Dr. Bian. We regret that relations have deteriorated and hope that in the future we can rebuild goodwill among the parties.

Sincerely,

Catherine Niemiec, JD, L.Ac.
President, PIHMA

cc: David Farren, Esq.

Lucia Chow, MIM